

EXHIBIT “C”

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FILED
San Francisco County Superior Court
AUG 15 2018
CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO

11 RICHARD GONZALES and
12 MATTHEW WALKER, on behalf
13 of themselves, the general public,
14 and those similarly situated,

Plaintiffs,

15 v.

16 TP-LINK USA CORPORATION;
17 and TP-LINK NORTH AMERICA
18 INC.,

Defendants.

Case No. **CGC-18-568950**

Unlimited Civil Case

Class Action Complaint for Fraud,
Deceit, and/or Misrepresentation;
Breach of Contract; Violation of the
Consumer Legal Remedies Act; False
Advertising; Negligent
Misrepresentation; Unjust Enrichment;
and Unfair, Unlawful, and/or Deceptive
Trade Practices.

Jury Trial Demanded

1 Richard Gonzales and Matthew Walker, by and through their counsel, bring
2 this Class Action Complaint against Defendants, on behalf of themselves, and
3 those similarly situated, for fraud, deceit, and/or misrepresentation; violation of
4 the Consumer Legal Remedies Act; false advertising; negligent misrepresentation;
5 unjust enrichment; and unfair, unlawful, and/or deceptive trade practices. The
6 following allegations are based upon information and belief, including the
7 investigation of Plaintiffs' counsel, unless stated otherwise.

8 Introduction

9 1. This case concerns wireless routers that TP-Link markets and sells as
10 conforming with the IEEE 802.11n and/or IEEE 802.11ac wireless standards. TP-
11 Link specifically markets, advertises and represents to consumers that these
12 routers (hereinafter referred to as the "Purported 802.11 Routers") offer wireless
13 connections and particular speeds. For example, TP-Link represents that the
14 router Mr. Gonzales purchased offers a connection of 1,300 megabits per second
15 over the 5 GHz band, as well as a connection of 450 megabits per second over the
16 2.4 GHz band, for a total bandwidth of 1,750 megabits per second. Similarly, TP-
17 Link represents that the router Mr. Walker purchased offers simultaneous wireless
18 connections of 300 megabits per second, for a total bandwidth of 600 megabits
19 per second. In particular, TP-Link represents that Mr. Walker's router offers a 300
20 Mbps wireless connection over the 2.4 GHz band, as well as a 300 Mbps wireless
21 connection over the 5.0 GHz band.

22 2. The claimed bandwidth is false. As Plaintiffs discovered after
23 purchasing their Purported 802.11 Routers, neither of the two connections are
24 capable of providing bandwidth at anywhere near the advertised speed. Rather,
25 even under the best conditions, Mr. Gonzales's router offers only about 361
26 megabits per second over the 5 GHz band, and only about 70 megabits per second
over the 2.4 GHz band, for a total of 431 megabits per second—less than 25% of

1 the advertised rate. Mr. Walker's router offers only about 123 megabits per second
2 over the 5 GHz band—just 41% of the advertised rate.

3 3. In fact, the Purported 802.11 Routers do not actually conform to the
4 IEEE 802.11n and IEEE 802.11ac wireless standards. The routers—even when
5 optimally configured—do not support the wireless data rates set forth in the
6 standards. For example, the Purported 802.11ac Router that Mr. Gonzales
7 purchased should be capable of offering a data rate of 1,300 megabits per second
8 over the 5 GHz channel if it conformed to the standard, but instead the router
9 offers only 361 megabits per second over that channel. Similarly, the Purported
10 802.11n Router that Mr. Walker purchased should be capable of offering a data
11 rate of 300 megabits per second over the 5 GHz channel if it conformed to the
12 standard, but instead the router offers only 123 megabits per second over that
13 channel.

14 4. TP-Link's misrepresentations are significant. Consumers shopping for
15 wireless routers consider the speed of the wireless connection to be the most
16 important aspect in the purchasing decision.

17 Parties

18 5. Richard Gonzales is, and at all times alleged in this Class Action
19 Complaint was, an individual and a resident of California. Mr. Gonzales currently
20 resides in San Francisco, California.

21 6. Matthew Walker is, and at all times alleged in this Class Action
22 Complaint was, an individual and a resident of California. Mr. Walker currently
23 resides in Montebello, California.

24 7. Defendant TP-Link USA Corporation is a corporation incorporated
25 under the laws of the state of California, having its principal place of business in
26 Brea, California.

8. Defendant TP-Link North America Inc. is a corporation incorporated under the laws of the state of California, having its principal place of business in Brea, California.

9. This action is brought by Plaintiffs pursuant, *inter alia*, to the California Business and Professions Code, section 17200, et seq. Plaintiffs and Defendants are “persons” within the meaning of the California Business and Professions Code, section 17201.

9. This action is brought by Plaintiffs pursuant, *inter alia*, to the California Business and Professions Code, section 17200, et seq. Plaintiffs and Defendants are “persons” within the meaning of the California Business and Professions Code, section 17201.

10. The injuries, damages and/or harm upon which this action is based, occurred or arose out of activities engaged in by Defendants within, affecting, and emanating from, the State of California.

11. Defendants have engaged, and continue to engage, in substantial and continuous business practices in the State of California, including in the City of Los Angeles and County of San Francisco.

12. In accordance with California Civil Code Section 1780(d), Mr. Gonzales files herewith a declaration establishing that he resides in San Francisco, California, and that, while he was in San Francisco, California, he purchased the TP-Link product at issue using Amazon.com

13. Plaintiffs accordingly allege that jurisdiction and venue are proper in this Court.

14. The market for wireless routers is fiercely competitive. Router manufacturers continually attempt to gain market share by introducing the latest cutting-edge features that are attractive to consumers. Of all the features that router manufacturers offer, by far the most important to consumers is the speed, or “bandwidth,” that the router offers. Accordingly, manufacturers prominently

14. The market for wireless routers is fiercely competitive. Router manufacturers continually attempt to gain market share by introducing the latest cutting-edge features that are attractive to consumers. Of all the features that router manufacturers offer, by far the most important to consumers is the speed, or “bandwidth,” that the router offers. Accordingly, manufacturers prominently

1 advertise the bandwidth capabilities of their routers on their websites and product
2 packaging.

3 **A. The IEEE 802.11n and IEEE 802.11ac Specifications and their**
4 **Bandwidth Requirements**

5 15. The IEEE 802.11n standard was created by the Wireless LAN Working
6 Group of the Institute of Electrical and Electronics Engineers LAN/MAN
7 Standards Committee. The standard, which was published in 2009, was designed
8 to increase the efficiency of wireless networking by enabling a single radio
9 channel to support multiple data streams.

10 16. Prior to the 802.11n standard, wireless transmitters and receivers
11 operated as Single Input/Single Output (SISO) devices. This old technology,
12 however, had a significant drawback: because the single wireless signal would be
13 reflected off walls and other structures, the receiver would end up with multiple
14 copies of the original signal. When these copies were out of sync with each other,
15 the system would experience “multipath interference,” whereby the copies of the
16 signal would effectively cancel each other.

17 17. The 802.11n standard was designed to mitigate multipath interference
18 by using Multiple In, Multiple Out (MIMO) technology. This technology utilizes
19 multiple transmitting and receiving antennas operating simultaneously. Each pair
20 of antennas in a MIMO system is capable of transmitting its own independent
21 data stream. Instead of having a single signal that can cancel itself out, MIMO can
22 send a message using multiple signals, thereby diminishing multipath
23 interference. Further, before a message is transmitted, the MIMO system can
24 divide, or “multiplex” the message, which enables each portion of the message to
25 be sent over a different antenna. These techniques substantially increase the
26 bandwidth offered by prior technology.

18. The 802.11n standard provides that routers using two spatial streams at 40 MHz can be configured to offer a data rate of up to 300 megabits per second. In order to do so, the router must utilize, among other things, 64-QAM modulation, a coding rate of 5/6, and a short guard interval (i.e., with a 400ns interval):

Table 20-34—MCS parameters for optional 40 MHz, $N_{SS} = 2$, $N_{ES} = 1$, EQM

MCS Index	Modulation	R	$N_{BPS}/(SS)$	N_{SD}	N_{SP}	N_{CBPS}	N_{DBPS}	Data rate (Mb/s)	
								800 ns GI	400 ns GI
8	BPSK	1/2	1	108	6	216	108	27.0	30.0
9	QPSK	1/2	2	108	6	432	216	54.0	60.0
10	QPSK	3/4	2	108	6	432	324	81.0	90.0
11	16-QAM	1/2	4	108	6	864	432	108.0	120.0
12	16-QAM	3/4	4	108	6	864	648	162.0	180.0
13	64-QAM	2/3	6	108	6	1296	864	216.0	240.0
14	64-QAM	3/4	6	108	6	1296	972	243.0	270.0
15	64-QAM	5/6	6	108	6	1296	1080	270.0	300.0

(802.11n specification (2009) at 348.)

19. The 802.11ac standard, which was published in 2013, builds on the technology of the 802.11n standard. Unlike the 802.11n standard, which supports a maximum of four antennas, the 802.11ac standard supports an increased number of spatial streams, greater channel width, and more efficient modulation, resulting in an increase in bandwidth.

B. TP-Link's Purported 802.11 Routers

20. TP-Link has marketed and sold dozens of wireless routers that purportedly conform to the 802.11n and/or 802.11ac standard. Current models include, without limitation, the Archer C5400, Archer C4000, Archer C3150 V2, Archer C2300, Archer AC1900, Archer A7, Archer C8, Archer C7, Archer C9, Archer C1200, Archer C69, Touch P5, Archer C20, Archer C50, TGR1900, Archer C900, TL-WR902AC, TL-WR1043N, TL-WR940N, TL-WR802N, TL-WR841N, Archer C5200, Archer C3000, and the Archer A2300.

21. For each of these models, TP-Link provides specifications on its website claiming that the router conforms to the IEEE 802.11n and/or IEEE 802.11ac standard. The specifications further set forth the wireless data rate that the router supposedly offers.

22. A typical example of such a representation, which Mr. Gonzales saw for the router he purchased, is as follows:

WIRELESS FEATURES

Wireless Standards	IEEE 802.11ac/n/a 5GHz IEEE 802.11b/g/n 2.4GHz
Frequency	2.4GHz and 5GHz
Signal Rate	5GHz: Up to 1300Mbps 2.4GHz: Up to 450Mbps

(https://www.tp-link.com/us/products/details/cat-9_Archer-C7.html#specifications, retrieved on August 6, 2018.)

23. Another example of such a representation, which Mr. Walker saw for the router he purchased, is as follows:

WIRELESS FEATURES

Wireless Standards	IEEE 802.11a, IEEE 802.11b, IEEE 802.11g, IEEE 802.11n
Frequency	2.4GHz & 5GHz
Signal Rate	5GHz: Up to 300Mbps 2.4GHz: Up to 300Mbps

(https://www.tp-link.com/us/products/details/cat-9_TL-WDR3600.html#specifications, retrieved on June 26, 2018.)

24. TP-Link boasts that this “signal rate” is equivalent to the routers’ “speed.” For example, the primary webpage for the router Mr. Gonzales purchased states that it has “1300Mbps wireless speeds over the crystal clear 5GHz band and 450Mbps over the 2.4GHz band.” (See https://www.tp-link.com/us/products/details/cat-9_Archer-C7.html) Similarly, the primary

webpage for the router Mr. Walker purchased provides the following comparison chart:

	 N900	 N750	 N600	 N600
Model No.	N900 Wireless Dual Band Gigabit Router TL-WDR4900	N750 Wireless Dual Band Gigabit Router TL-WDR4300	N600 Wireless Dual Band Gigabit Router TL-WDR3600	N600 Wireless Dual Band Router TL-WDR3500
Speed	2.4GHz 450Mbps + 5GHz 450Mbps	2.4GHz 300Mbps + 5GHz 450Mbps	2.4GHz 300Mbps + 5GHz 300Mbps	2.4GHz 300Mbps + 5GHz 300Mbps
USB Sharing Ports	2 * USB Ports	2 * USB Ports	2 * USB Ports	1 * USB Ports
WAN/LAN Ports	1 Gigabit WAN Port 4 Gigabit LAN Ports	1 Gigabit WAN Port 4 Gigabit LAN Ports	1 Gigabit WAN Port 4 Gigabit LAN Ports	1 10/100Mbps WAN Port 4 10/100Mbps LAN Ports
Antennas	3 dual band external antennas (RP-SMA)	3 dual band external antennas (RP-SMA)	2 dual band external antennas (RP-SMA)	2 dual band external antennas (RP-SMA)
Dimensions (WxDxH)	9.6x6.4x1.3 in.(243x160.6x32.5mm)	9.6x6.4x1.3 in.(243x160.6x32.5mm)	9.6x6.4x1.3 in.(243x160.6x32.5mm)	8.9x5.5x1.3 in. (225x140x32.5mm)
Hardware NAT Acceleration	✓	✓	✓	x

(https://www.tp-link.com/us/products/details/cat-9_TL-WDR3600.html, retrieved on June 26, 2018.)

25. As set forth below (*inter alia*, see *infra*, ¶¶ 30-35, 43-49), Plaintiffs saw these representations prior to making their purchases, and relied on them in making their purchases.

26. TP-Link sells the Purported 802.11 Routers through various retailers, including both brick-and-mortar retailers and online retailers.

27. To promote the sale of the Purported 802.11 Routers, TP-Link provides to all such retailers information relating to the routers. TP-Link represents to all its retailers that the Purported 802.11 Routers conform to the IEEE 802.11n and/or IEEE 802.11ac standards, and that they support wireless data rates in accordance with those standards.

28. TP-Link makes these statements and representations to retailers with the knowledge and intent that the retailers will present this information to consumers.

1 29. At no time did TP-Link inform consumers or its retailers that the
2 Purported 802.11 Routers are incapable of achieving the advertised wireless data
3 rates.

4 **C. Plaintiffs' Purchases of the Purported 802.11 Routers and Discovery**
5 **of their Inability to Achieve the Advertised Data Rates**

6 **1. Mr. Gonzales' Experience**

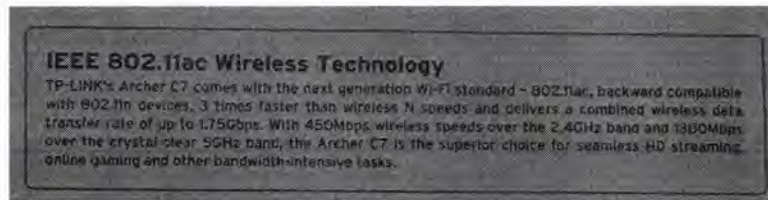
7 30. In the spring of 2016, Mr. Gonzales was shopping for a new wireless
8 router. He was specifically looking for a router could transfer data at a high rate of
9 speed. Mr. Gonzales researched his options using a variety of resources available
10 on the Internet, including TP-Link's website.

11 31. One of the routers advertised on TP-Link's website was the Archer C7
12 AC1750 Wireless Dual Band Gigabit Router. Mr. Gonzales saw the representation
13 on TP-Link's website that the router conformed to the 802.11ac standard and that
14 it offered "[s]imultaneous 2.4GHz 450Mbps and 5GHz 1300Mbps connections
15 for 1.75Gbps of total available bandwidth." He also saw the representation on the
16 website that "[w]ith 1300Mbps wireless speeds over the crystal clear 5GHz band
17 and 450Mbps over the 2.4GHz band, the Archer C7 is the superior choice for
18 seamless HD streaming, online gaming and other bandwidth-intensive tasks."

19 32. Before purchasing the product from Amazon.com, Mr. Gonzales also
20 reviewed and relied on representations on Amazon.com that originated from TP-
21 Link regarding the wireless data speed of the router. For example, the
22 Amazon.com page for the router stated that the "Dual band router upgrades to
23 1750 Mbps high speed internet (450Mbps for 2.4GHz + 1300Mbps for 5GHz),
24 reducing buffering and ideal for 4K stream."

25 33. The back of the packaging further represents that the "speed" of the
26 router is 450 Mbps on the 2.4 GHz band, and 1,300 Mbps on the 5 GHz band:

	STANDARDS	SPEED
AC1750 Archer C8	IEEE 802.11 ac/n/q/b/a	2.4GHz: 450Mbps 5GHz: 1300Mbps
AC1750 Archer C7	IEEE 802.11 ac/n/q/b/a	2.4GHz: 450Mbps 5GHz: 1300Mbps



34. The wireless speed of the router was important to Mr. Gonzales because he intended to transfer large amounts of data using the router.

35. In reliance on Defendants' representations, Mr. Gonzales purchased the router, in April 2016, from Amazon.com.

36. After purchasing and using the router, Mr. Gonzales discovered that the router is incapable of achieving the advertised speeds, regardless of whether the 2.4 GHz band or the 5.0 GHz band is used.

37. In December 2015, Tom's Guide published a review of the same TP-Link model that Mr. Gonzales purchased (i.e., the TP-Link Archer C7 AC1750 Wireless Dual Band Gigabit Router). As part of the review, the author tested router's wireless data rate over the 5 GHz band, using a sophisticated network software package. Despite the fact that the router was placed at a distance of only five feet from the source, the router's peak speed at 5 GHz was only 360.6 megabits per second. (See <https://www.tomsguide.com/us/tp-link-archer-c7-router,review-3289.html>.)

38. Subsequently, Mr. Gonzales' investigator tested the same TP-Link model. That testing corroborated the results obtained by Tom's Guide, and further established that that the router is incapable of achieving the wireless data rates

1 advertised by TP-Link and set forth in the IEEE 802.11ac standard. In particular,
2 the top speed at 5 GHz was even less than the speed observed by Tom's Guide.
3 Mr. Gonzales's investigator further observed that the router offered only about 70
4 megabits per second over the 2.4 GHz band. This testing was performed on the
5 TP-Link router under circumstances that were most favorable to the router.
6 Accordingly, the investigator's tests show how the router operates in the best-case
7 scenario. Consumers using the router under real-world conditions would generally
8 have significantly worse performance.

9 39. Had Mr. Gonzales known that the TP-Link router's wireless data rate
10 was so slow, or that it was not compliance with the IEEE 802.11ac specification,
11 he would not have paid as much for the router, or would have purchased a
12 different wireless router.

13 40. As a result of TP-Link's misrepresentations, Mr. Gonzales has
14 sustained an out of pocket loss in, at a minimum, the difference in price between a
15 router capable of transferring data at the advertised rates, and routers that are not
16 capable of doing so, which could be established using regression techniques such
17 as hedonic regression to analyze market prices of various laptop computers
18 advertised as being capable and/or not being capable of transferring data at the
19 advertised rates and/or survey techniques such as conjoint analysis.

20 41. Mr. Gonzales intends to purchase TP-Link routers in the future and
21 specifically wishes to purchase a TP-Link router that is capable of achieving the
22 1,750 megabits per second rate, so that he can benefit from the higher transfer
23 speeds. He therefore is likely to be deceived again by any misrepresentations
24 with respect to the data rates of such TP-Link routers. Mr. Gonzales will be
25 unable to determine whether such representations are false without purchasing
26 and testing such TP-Link routers.

1 42. Before TP-Link released its Purported 802.11ac Routers, it tested their
2 wireless data rates, and was aware of the rates of which they were capable. TP-
3 Link—one of the world’s largest manufacturers of wireless routers—would not
4 release a product without first testing its wireless data rates. Accordingly, TP-Link
5 knew that the Purported 802.11ac Routers did not comply with the IEEE 802.11ac
6 standard, and that they were incapable of achieving speeds anywhere near the
7 required speeds that TP-Link advertised.

8 2. Mr. Walker’s Experience

9 43. In the spring of 2015, Mr. Walker was shopping for a new wireless
10 router. He was specifically looking for a router could transfer data at a high rate of
11 speed. Mr. Walker researched his options using a variety of resources available on
12 the Internet, including TP-Link’s website.

13 44. One of the routers advertised on TP-Link’s website was the N600
14 Wireless Dual Band Gigabit Router, model number TL-WDR3600. Mr. Walker
15 saw the representation on TP-Link’s website that the router conformed to the
16 802.11n standard and that it offered “[s]imultaneous 2.4GHz 300Mbps and 5GHz
17 300 Mbps connections for 600Mbps of total available bandwidth.” He also saw
18 the representation that “[u]sers can run day-to-day applications, such as e-mail
19 and web browsing over the 2.4GHz band at 300Mbps while using bandwidth
20 intensive or latency sensitive applications, such as streaming HD video or playing
21 online games, over the clearer 5GHz band at 300Mbps, at the same time.” He
22 further saw the comparison chart stating that the “[s]peed” of the router was
23 300Mbps at 2.4GHz, and 300 Mbps at 5GHz.

24 45. Before purchasing the product from Amazon.com, Mr. Walker also
25 reviewed and relied on representations on Amazon.com that originated from TP-
26 Link regarding the wireless data speed of the router. For example, the
Amazon.com page for the router stated:

TP-LINK's TL-WDR3600 is a performance optimized simultaneous dual band wireless router combining the blazing fast speeds of 300Mbps using the crystal clear 5GHz band and 300Mbps using the traditional 2.4GHz band. With simultaneous dual band, users have 600Mbps of total bandwidth to power numerous bandwidth intensive applications at the same time around a large home or office setting, where simple tasks such as e-mail or web browsing can be handled by the 2.4GHz band at 300Mbps and more latency sensitive tasks such as online gaming or HD video streaming can be processed over the 5GHz band at 300Mbps, at the same time.

46. Mr. Walker further saw the product packaging, which was clearly depicted on Amazon.com. The front of the packaging contains the following statement, which appears in large, prominently displayed letters:



47. The back of the packaging further represents that the "speed" of the router is 300 Mbps on both the 2.4 GHz band and the 5 GHz band:

	AR1750 Archer C7 AC1750 Wireless Dual Band Gigabit Router	TL-WDR4300 4300 Wireless Dual Band Gigabit Router	TL-WDR3600 3600 Wireless Dual Band Gigabit Router	TL-WDR3500 3500 Wireless Dual Band Router
Standards	IEEE 802.11a/b/g/n	IEEE 802.11a/b/g/n	IEEE 802.11a/b/g/n	IEEE 802.11a/b/g/n
Speed	2.4GHz: 300Mbps 5GHz: 300Mbps	2.4GHz: 300Mbps 5GHz: 300Mbps	2.4GHz: 300Mbps 5GHz: 300Mbps	2.4GHz: 300Mbps 5GHz: 300Mbps
Wireless Range				
Easy Install				
Gigabit Ports				
USB 2.0 Ports*	1	2	2	1

48. The wireless speed of the router was important to Mr. Walker because he intended to transfer large amounts of data using the router.

1 49. In reliance on Defendants' representations, Mr. Walker purchased the
2 router, in April 2015, from Amazon.com.

3 50. Mr. Walker later discovered that the router is incapable of achieving the
4 advertised 300 Mbps speed. The router is incapable of achieving that speed
5 regardless of whether the 2.4 GHz band or the 5.0 GHz band is used.

6 51. In June 2018, Mr. Walker's investigator obtained the same model of
7 router that Mr. Walker had purchased (i.e., the TP-Link N600 Wireless Dual Band
8 Gigabit Router, model number TL-WDR3600), for the purposes of testing the
9 router's wireless data rate. The testing confirmed that the router is incapable of
10 achieving the wireless data rates advertised by TP-Link and set forth in the IEEE
11 802.11n standard. In particular, the testing confirmed that the 5 GHz band (which,
12 according to TP-Link's own statement on the router's packaging, is "clearer" than
13 the 2.4 GHz band, and is more appropriate for "bandwidth intensive or latency
14 sensitive applications, such as streaming HD video or playing online games"),
15 can transfer data at only 123 Megabits/second—only 41% as fast as the 300
16 megabit/second speed required by the 802.11n standard and advertised by TP-
17 Link for the router.

18 52. The testing was performed on the TP-Link router under circumstances
19 that were most favorable to the router. Accordingly, the investigator's tests show
20 how the router operates in the best-case scenario. Consumers using the router
21 under real-world conditions would generally have significantly worse
22 performance.

23 53. Had Mr. Walker known that the TP-Link router's wireless data rate was
24 so slow, or that it was not compliance with the IEEE 802.11n specification, he
25 would not have paid as much for the router, or would have purchased a different
26 wireless router.

55. Mr. Walker intends to purchase TP-Link routers in the future and specifically wishes to purchase a TP-Link router that is capable of achieving the 300 megabits per second rate, so that he can benefit from the higher transfer speeds. He therefore is likely to be deceived again by any misrepresentations with respect to the data rates of such TP-Link routers. Mr. Walker will be unable to determine whether such representations are false without purchasing and testing such TP-Link routers.

56. Before TP-Link released its Purported 802.11n Routers, it tested their wireless data rates, and was aware of the rates of which they were capable. TP-Link—one of the world’s largest manufacturers of wireless routers—would not release a product without first testing its wireless data rates. Accordingly, TP-Link knew that the Purported 802.11n Routers did not comply with the IEEE 802.11n standard, and that they were incapable of achieving speeds anywhere near the required speeds that TP-Link advertised.

57. In addition to their individual claims, Plaintiffs bring this action pursuant to section 382 of the California Code of Civil Procedure and section 1781 of the California Civil Code on behalf of a Class consisting of all persons,

1 natural or otherwise, who, while residing in California, purchased a Purported
2 802.11 Router.

3 58. Excluded from the Class are TP-Link, its affiliates, successors and
4 assigns, officers and directors, and members of their immediate families.

5 59. The proposed Class is so numerous that joinder of all members is
6 impracticable. The precise number of members in the Class is not yet known to
7 Plaintiffs, but they estimate that it is well in excess of 1,000 people.

8 60. There are questions of law and fact that are common to the Class,
9 including, but not limited to, the following:

- 10 • whether the Purported 802.11 Routers are capable of achieving the
11 wireless data rates advertised by TP-Link;
- 12 • whether the Purported 802.11 Routers are capable of achieving the
13 wireless data rates required by the IEEE 802.11n and IEEE 802.11ac
14 standards;
- 15 • whether TP-Link misled class members by representing that the
16 Purported 802.11 Routers are capable of achieving the advertised
17 wireless data rates;
- 18 • whether TP-Link misled class members by representing that the
19 Purported 802.11 Routers are capable of achieving the wireless data
20 rates required by the 802.11n and 802.11ac standards;
- 21 • whether the Purported 802.11 Routers actually conform to the IEEE
22 802.11n and 802.11ac standards;
- 23 • whether TP-Link breached its obligations to the class;
- 24 • whether TP-Link engaged in the alleged conduct knowingly,
25 recklessly, or negligently;
- 26 • the amount of revenues and profits TP-Link received and/or the
amount of monies or other obligations lost by class members as a
result of such wrongdoing;
- whether class members are entitled to injunctive relief and other
equitable relief and, if so, what is the nature of such relief; and

- whether class members are entitled to payment of actual, incidental, consequential, exemplary, and/or statutory damages plus interest, and if so, what is the nature of such relief.

61. Plaintiffs' claims against TP-Link are typical of the claims of the Class because Plaintiffs and all other members of the class purchased a Purported 802.11 Router with the same advertising and web-based representations and documentation. With respect to the class allegations, Plaintiffs were subject to the exact same business practices and written representations.

62. Plaintiffs will fairly and adequately protect the interests of the Class.

63. Plaintiffs have demonstrated their commitment to the case, have diligently educated themselves as to the issues involved, and to the best of their knowledge do not have any interests adverse to the proposed class.

64. The questions of law and fact common to the members of the class predominate over any questions affecting only individual members.

65. A class action is superior to other available methods for a fair and efficient adjudication of this controversy as many members of the proposed class have damages arising from TP-Link's wrongful course of conduct which would not be susceptible to individualized litigation of this kind, including, but not limited to, the costs of experts and resources that may be required to examine the business practices in question.

66. Given the relative size of damages sustained by the individual members of the Class, the diffuse impact of the damages, and homogeneity of the issues, the interests of members of the Class individually controlling the prosecution of separate actions is minimal.

67. There is no litigation already commenced, nor is there anticipated to be subsequent litigation commenced by other members of the Class concerning TP-Link's alleged conduct. Consequently, concerns with respect to the maintenance

1 of a class action regarding the extent and nature of any litigation already
2 commenced by members of the Class are non-existent.

3 68. Plaintiffs are unaware of any difficulties that are likely to be
4 encountered in the management of this Class Action Complaint that would
5 preclude its maintenance as a class action.

6 **CAUSES OF ACTION**

7 **Plaintiff's First Cause of Action** 8 **(Fraud, Deceit and/or Misrepresentation)** 9 **On Behalf of Plaintiff Gonzales and the Class**

10 69. Plaintiffs reallege and incorporate by reference all preceding
11 paragraphs of this complaint as if fully set forth herein.

12 70. As set forth above (*inter alia*, see *supra*, ¶¶ 20-42), TP-Link
13 represented to Plaintiff Gonzales and those similarly situated that the Purported
14 802.11 Routers are capable of achieving specific wireless data rates such as 1,300
15 megabits per second on the 5 GHz band and 450 megabits per second on the 2.4
16 GHz band, in the case of the router he purchased.). TP-Link provided
17 specifications on its website stating that the Purported 802.11 Routers are capable
18 of achieving these wireless data rates. TP-Link also represented that the Purported
19 802.11 Routers comply with the IEEE 802.11n and/or IEEE 802.11ac standard.

20 71. TP-Link further concealed, suppressed, and omitted material facts that
21 would have revealed that the Purported 802.11 Routers are not, in fact, capable of
22 the advertised wireless data rates, on either the 2.4 GHz band or the 5.0 GHz
23 band, and that the Purported 802.11 Routers do not, in fact, comply with the IEEE
24 802.11n or 802.11ac standard.

25 72. In addition, TP-Link represented to all retailers of the Purported 802.11
26 Routers, including online retailers and brick-and-mortar retailers (such as
Amazon.com), that the Purported 802.11 Routers are capable of achieving

1 specific wireless data rates (such as 1,300 megabits per second on the 5 GHz band
2 and 450 megabits per second on the 2.4 GHz band, in the case of the router Mr.
3 Gonzales purchased), and that the Purported 802.11 Routers comply with the
4 IEEE 802.11n and/or 802.11ac standard. TP-Link made these representations by
5 providing to such retailers specifications of the Purported 802.11 Routers, stating
6 that the Purported 802.11 Routers are capable of the specific wireless data rates,
7 and that the Purported 802.11 Routers comply with the IEEE 802.11n and/or
8 IEEE 802.11ac standard. TP-Link further concealed, suppressed, and omitted
9 material facts from such retailers that would have revealed that the Purported
10 802.11 Routers are not, in fact, capable of the specific wireless data rates, on
11 either the 2.4 GHz band or the 5.0 GHz band, and that the Purported 802.11
12 Routers do not, in fact, comply with the IEEE 802.11n or 802.11ac standard.

13 73. TP-Link made these representations to retailers with the knowledge
14 and intent that the retailers (such as Amazon.com) would represent to Plaintiff,
15 and others similarly situated, that the Purported 802.11 Routers are capable of
16 achieving the advertised wireless data rates, and that the Purported 802.11 Routers
17 comply with the IEEE 802.11n and/or IEEE 802.11ac standard.

18 74. TP-Link's representations—both those made directly to consumers on
19 TP-Link's website and on the product, and those made indirectly to consumers
20 through retailers—were false, and TP-Link knew that the representations were
21 false when it made them. In particular, as described above (*supra*, ¶ 42), TP-Link
22 tested the wireless data rates of its Purported 802.11 Routers, and confirmed that
23 the routers were incapable of achieving rates anywhere near the advertised speeds
24 or the speed required by the IEEE 802.11n and 802.11ac standards and advertised
25 by TP-Link.

26 75. TP-Link's misrepresentations and omissions were material at the time
they were made. TP-Link concerned material facts that were essential to the

1 analysis undertaken by Plaintiff and those similarly situated as to whether to
2 purchase the Purported 802.11 Routers offered the advertised wireless data rates
3 and conformed to the IEEE 802.11n and/or 802.11 ac standard.

4 76. Plaintiff and those similarly situated reasonably relied to their detriment
5 on TP-Link's representations—both those that TP-Link made directly to them,
6 and those that TP-Link made indirectly to them through retailers. Specifically,
7 Plaintiff and those similarly situated purchased Purported 802.11 Routers because
8 he believed that they were capable of achieving the advertised data transfer rates,
9 and because they believed the routers conformed to the IEEE 802.11n and/or
10 IEEE 802.11ac standard. This reliance was reasonable because Plaintiff and those
11 similarly situated could not test, prior to purchasing the routers, whether the
12 routers were capable of achieving the advertised wireless data rates.

13 77. Had Plaintiff and those similarly situated been adequately informed and
14 not intentionally deceived by TP-Link, he would have acted differently by,
15 without limitation, not purchasing (or paying less for) the Purported 802.11
16 Routers.

17 78. TP-Link had a duty to inform members of the Class at the time of their
18 purchase that the Purported 802.11 Routers were incapable of the advertised data
19 rates, and that they did not comply with the IEEE 802.11n or 802.11ac standard.
20 In making its representations and omissions, TP-Link breached its duty to class
21 members. TP-Link also gained financially from, and as a result of, its breach.

22 79. By and through such fraud, deceit, misrepresentations and/or
23 omissions, TP-Link intended to induce Plaintiff and those similarly situated to
24 alter their position to their detriment. Specifically, TP-Link fraudulently and
25 deceptively induced Plaintiff and those similarly situated to, without limitation,
26 purchase the Purported 802.11 Routers.

1 80. As a direct and proximate result of TP-Link's misrepresentations and
 2 omissions, Plaintiff and those similarly situated have suffered damages. In
 3 particular, Plaintiff seeks to recover on behalf of himself and those similarly
 4 situated the amount of the price premium they paid (i.e., the difference between
 5 the price consumers paid for the Purported 802.11 Routers and the price they
 6 would have paid but for Defendants' misrepresentations), in an amount to be
 7 proven at trial using econometric or statistical techniques such as hedonic
 8 regression or conjoint analysis.

9 81. TP-Link's conduct as described herein was willful and malicious and
 10 was designed to maximize TP-Link's profits even though TP-Link knew that it
 11 would cause loss and harm to Plaintiff and those similarly situated.

12 **Plaintiff's Second Cause of Action**
 13 **(Violation of the Consumers Legal Remedies Act,**
 14 **California Civil Code § 1750, et seq.)**
 15 **On Behalf of Plaintiff Gonzales and the Class**

16 82. Plaintiffs reallege and incorporate by reference the paragraphs of this
 17 Class Action Complaint as if set forth herein.

18 83. This cause of action is brought pursuant to the California Consumers
 19 Legal Remedies Act, California Civil Code § 1750, et seq. ("CLRA").

20 84. TP-Link's actions, representations and conduct have violated, and
 21 continue to violate the CLRA, because they extend to transactions that are
 22 intended to result, or which have resulted, in the sale of goods to consumers.

23 85. Plaintiff and other members of the class are "consumers" as that term is
 24 defined by the CLRA in California Civil Code § 1761(d).

25 86. The products that Plaintiff and similarly situated members of the class
 26 purchased from TP-Link are "goods" within the meaning of California Civil Code
 § 1761.

1 87. By engaging in the actions, representations, and conduct set forth in
2 this Class Action Complaint, TP-Link has violated, and continue to violate,
3 §§ 1770(a)(2), 1770(a)(3), 1770(a)(4), 1770(a)(5), 1770(a)(7), and 1770(a)(9) of
4 the CLRA. In violation of California Civil Code §1770(a)(2), TP-Link
5 misrepresented the approval or certification of goods. In violation of California
6 Civil Code §1770(a)(3), TP-Link misrepresented the certification by another. In
7 violation of California Civil Code §1770(a)(4), TP-Link used deceptive
8 representations in connection with goods. In violation of California Civil Code
9 §1770(a)(5), TP-Link represented that goods have approval, characteristics, uses,
10 benefits, and qualities that they do not have. In violation of California Civil Code
11 §1770(a)(7), TP-Link's acts and practices constitute improper representations that
12 the goods and/or services it sells are of a particular standard, quality, or grade,
13 when they are of another. In violation of California Civil Code §1770(a)(9), TP-
14 Link advertised goods with intent not to sell them as advertised.

15 88. Specifically, TP-Link's acts and practices lead consumers, including
16 Mr. Gonzales, to believe that the Purported 802.11 Routers are capable of
17 achieving the advertised wireless data rates, and that the Purported 802.11 Routers
18 comply with the IEEE 802.11n and/or IEEE 802.11ac standard.

19 89. To the contrary, the Purported 802.11 Routers are incapable of
20 achieving the advertised wireless data rates, and do not comply with the IEEE
21 802.11n or 802.11ac standard.

22 90. Plaintiff requests that this Court enjoin TP-Link from continuing to
23 employ the unlawful methods, acts and practices alleged herein pursuant to
24 California Civil Code § 1780(a)(2). If TP-Link is not restrained from engaging in
25 these types of practices in the future, Plaintiff and other members of the class will
26 continue to suffer harm.

1 91. CLRA § 1782 NOTICE. **Irrespective of any representations to the**
 2 **contrary in this Class Action Complaint, Plaintiff specifically disclaims, at**
 3 **this time, any request for damages under any provision of the CLRA.**

4 Plaintiff, however, hereby provides TP-Link with notice and demand that within
 5 thirty (30) days from that date, TP-Link correct, repair, replace or otherwise
 6 rectify the unlawful, unfair, false and/or deceptive practices complained of herein.
 7 TP-Link's failure to do so will result in Plaintiff Gonzales amending this Class
 8 Action Complaint to seek, pursuant to California Civil Code § 1780(a)(3), on
 9 behalf of themselves and those similarly situated members of the Class,
 10 compensatory damages, punitive damages and restitution of any ill-gotten gains
 11 due to TP-Link's acts and practices.

12 92. Plaintiff also requests that this Court award him costs and reasonable
 13 attorneys' fees pursuant to California Civil Code § 1780(d).

14 **Plaintiff's Third Cause of Action**
 15 **(False Advertising, Business and Professions Code § 17500, et seq. ("FAL"))**
 16 **On Behalf of Plaintiff Gonzales and the Class**

17 93. Plaintiffs reallege and incorporate by reference the paragraphs of this
 18 Class Action Complaint as if set forth herein.

19 94. Beginning at an exact date unknown to Plaintiff, but within three (3)
 20 years preceding the filing of the Class Action Complaint, TP-Link has made
 21 untrue, false, deceptive and/or misleading statements in connection with the
 22 advertising and marketing of the Purported 802.11 Routers.

23 95. TP-Link has made representations and statements (by omission and
 24 commission) that lead reasonable consumers to believe that the Purported 802.11
 25 Routers are capable of achieving the advertised wireless data rates, and that the
 26 Purported 802.11 Routers comply with the IEEE 802.11n and/or IEEE 802.11ac
 standard. TP-Link, however, deceptively failed to inform consumers that (i) the
 Purported 802.11 Routers are incapable of achieving the advertised wireless data

1 rates; and (ii) the Purported 802.11 Routers do not comply with the IEEE 802.11n
2 and/or the IEEE 802.11ac standard.

3 96. Plaintiff and those similarly situated relied to their detriment on TP-
4 Link's false, misleading and deceptive advertising and marketing practices. Had
5 Plaintiff and those similarly situated been adequately informed and not
6 intentionally deceived by TP-Link, he would have acted differently by, without
7 limitation, paying less for the Purported 802.11 Routers or purchasing a different
8 router.

9 97. TP-Link's acts and omissions are likely to deceive the general public.

10 98. TP-Link engaged in these false, misleading and deceptive advertising
11 and marketing practices to increase its profits. Accordingly, TP-Link has engaged
12 in false advertising, as defined and prohibited by section 17500, et seq. of the
13 California Business and Professions Code.

14 99. The aforementioned practices, which TP-Link as used, and continues to
15 use, to its significant financial gain, also constitute unlawful competition and
16 provide an unlawful advantage over TP-Link's competitors as well as injury to the
17 general public.

18 100. Plaintiff seeks, on behalf of those similarly situated, full restitution of
19 monies, as necessary and according to proof, to restore any and all monies
20 acquired by TP-Link from Plaintiff, the general public, or those similarly situated
21 by means of the false, misleading and deceptive advertising and marketing
22 practices complained of herein, plus interest thereon.

23 101. Plaintiff seeks, on behalf of those similarly situated, an injunction to
24 prohibit TP-Link from continuing to engage in the false, misleading and deceptive
25 advertising and marketing practices complained of herein. The acts complained of
26 herein occurred, at least in part, within three (3) years preceding the filing of this
Class Action Complaint.

102. Plaintiff and those similarly situated are further entitled to and do seek both a declaration that the above-described practices constitute false, misleading and deceptive advertising, and injunctive relief restraining TP-Link from engaging in any such advertising and marketing practices in the future. Such misconduct by TP-Link, unless and until enjoined and restrained by order of this Court, will continue to cause injury in fact to the general public and the loss of money and property in that TP-Link will continue to violate the laws of California, unless specifically ordered to comply with the same. This expectation of future violations will require current and future customers to repeatedly and continuously seek legal redress in order to recover monies paid to TP-Link to which TP-Link is not entitled. Plaintiff, those similarly situated and/or other consumers nationwide have no other adequate remedy at law to ensure future compliance with the California Business and Professions Code alleged to have been violated herein.

103. As a direct and proximate result of such actions, TP-Link and the other members of the Class have suffered, and continue to suffer, injury in fact and have lost money and/or property as a result of such false, deceptive and misleading advertising in an amount which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court.

Plaintiff's Fourth Cause of Action
(Negligent Misrepresentation)
On Behalf of Plaintiff Gonzales and the Class

104. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action Complaint as if set forth herein.

105. In selling its Purported 802.11 Routers to consumers, TP-Link made false and misleading statements that the Purported 802.11 Routers are capable of achieving the advertised wireless data rates, and that the Purported 802.11 Routers comply with the IEEE 802.11n and/or 802.11ac standard. TP-Link, however,

1 deceptively failed to inform consumers that (i) the Purported 802.11 Routers are
2 incapable of achieving the advertised wireless data rates; and (ii) the Purported
3 802.11 Routers do not comply with the IEEE 802.11n and/or IEEE 802.11ac
4 standard.

5 106. These representations were material at the time they were made. They
6 concerned material facts that were essential to the decision of Plaintiff and those
7 similarly situated regarding how much to pay for the Purported 802.11 Routers.

8 107. TP-Link made identical misrepresentations and omissions to members
9 of the Class regarding the Purported 802.11 Routers.

10 108. TP-Link should have known its representations to be false, and had no
11 reasonable grounds for believing them to be true when they were made.

12 109. By and through such negligent misrepresentations, TP-Link intended to
13 induce Plaintiff and those similarly situated to alter their position to their
14 detriment. Specifically, TP-Link negligently induced Plaintiff and those similarly
15 situated, without limitation, to purchase the Purported 802.11 Routers at the price
16 they paid.

17 110. Plaintiff and those similarly situated reasonably relied on TP-Link's
18 representation. Specifically, Plaintiff and those similarly situated paid as much as
19 they did for the Purported 802.11 Routers, because TP-Link had represented that
20 the Purported 802.11 Routers are capable of achieving the advertised wireless
21 data rates, and that the Purported 802.11 Routers comply with the IEEE 802.11n
22 and/or 802.11ac standard.

23 111. Because they reasonably relied on TP-Link's false representations,
24 Plaintiff and those similarly situated were harmed in the amount of the price
25 premium they paid (i.e., the difference between the price consumers paid for the
26 Purported 802.11 Routers and the price they would have paid but for Defendants'

misrepresentations), in an amount to be proven at trial using econometric or statistical techniques such as hedonic regression or conjoint analysis.

Plaintiffs' Fifth Cause of Action
(Unjust Enrichment)
On Behalf of Plaintiff Gonzales and the Class

112. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action Complaint as if set forth herein.

113. By means of Defendants' wrongful conduct alleged herein, Defendants knowingly sold Purported 802.11 Routers to Plaintiff and members of the Classes in a manner that was unfair, unconscionable, and oppressive.

114. Defendants knowingly received and retained wrongful benefits and funds from Plaintiff and members of the Classes. In so doing, Defendants acted with conscious disregard for the rights of Plaintiff and members of the Classes.

115. As a result of Defendants' wrongful conduct as alleged herein, Defendants have been unjustly enriched at the expense of, and to the detriment of, Plaintiff and members of the Classes.

116. Defendants' unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

117. Under the common law doctrine of unjust enrichment, it is inequitable for Defendants to be permitted to retain the benefits it received, without justification, from selling Purported 802.11 Routers to Plaintiff and members of the Classes in an unfair, unconscionable, and oppressive manner. Defendants' retention of such funds under such circumstances making it inequitable to do so constitutes unjust enrichment.

118. The financial benefits derived by Defendants rightfully belong to Plaintiff and members of the Classes. Defendants should be compelled to return in a common fund for the benefit of Plaintiff and members of the Classes all wrongful or inequitable proceeds received by them.

119. Plaintiff and members of the Classes have no adequate remedy at law.

Plaintiffs' Sixth Cause of Action
(Unfair, Unlawful and/or Deceptive Trade Practices,
Business and Professions Code § 17200, et seq.)
On Behalf of Themselves and the Class

120. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action Complaint as if set forth herein.

121. Within four (4) years preceding the filing of this Class Action Complaint, and at all times mentioned herein, TP-Link has engaged, and continues to engage, in unfair, unlawful and deceptive trade practices in California by carrying out the unfair, deceptive and unlawful business practices outlined in this Class Action Complaint. In particular, TP-Link has engaged, and continues to engage, in unfair, unlawful and deceptive trade practices by, without limitation, the following:

- a. falsely and deceptively representing to Plaintiffs, and those similarly situated, that the Purported 802.11 Routers are capable of achieving the advertised wireless data rates;
- b. falsely and deceptively representing to Plaintiffs, and those similarly situated, that the Purported 802.11 Routers comply with the IEEE 802.11n and/or 802.11ac standard;
- c. failing to inform Plaintiffs, and those similarly situated, that the Purported 802.11 Routers are incapable of achieving the advertised wireless data rates;

- d. failing to inform Plaintiffs, and those similarly situated, that the Purported 802.11 Routers do not comply with the IEEE 802.11n and/or 802.11ac standard;
- e. engaging in misrepresentation as described herein;
- f. violating the CLRA as described herein; and
- g. violating the FAL as described herein.

122. Plaintiffs and those similarly situated relied to their detriment on TP-Link's unfair, deceptive and unlawful business practices. Had Plaintiffs and those similarly situated been adequately informed and not deceived by TP-Link, they would have acted differently by, without limitation, paying less for the Purported 802.11 Routers.

123. TP-Link's acts and omissions are likely to deceive the general public.

124. TP-Link engaged in these unfair practices to increase its profits. Accordingly, TP-Link has engaged in unlawful trade practices, as defined and prohibited by section 17200, et seq. of the California Business and Professions Code.

125. The aforementioned practices, which TP-Link has used to its significant financial gain, also constitute unlawful competition and provides an unlawful advantage over TP-Link's competitors as well as injury to the general public.

126. As a direct and proximate result of such actions, Plaintiffs and the other members of the Class have suffered and continue to suffer injury in fact and have lost money and/or property as a result of such deceptive, unfair and/or unlawful trade practices and unfair competition in an amount which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court. Among other things, Plaintiffs and the class lost the amount of the price premium they paid (i.e., the difference between the price consumers paid for the Purported 802.11

1 Routers and the price they would have paid but for TP-Link's misrepresentations),
 2 in an amount to be proven at trial using econometric or statistical techniques such
 3 as hedonic regression or conjoint analysis.

4 127. Plaintiffs seek, on behalf of those similarly situated, a declaration that
 5 the above-described trade practices are fraudulent and unlawful.

6 128. Plaintiffs seek, on behalf of those similarly situated, an injunction to
 7 prohibit TP-Link from offering the Purported 802.11 Routers within a reasonable
 8 time after entry of judgment, unless the TP-Link modifies its website and other
 9 marketing materials to remove the misrepresentations and to disclose the omitted
 10 facts. Such misconduct by TP-Link, unless and until enjoined and restrained by
 11 order of this Court, will continue to cause injury in fact to the general public and
 12 the loss of money and property in that Defendants will continue to violate the
 13 laws of California, unless specifically ordered to comply with the same. This
 14 expectation of future violations will require current and future consumers to
 15 repeatedly and continuously seek legal redress in order to recover monies paid to
 16 TP-Link to which TP-Link was not entitled. Plaintiffs, those similarly situated
 17 and/or other consumers have no other adequate remedy at law to ensure future
 18 compliance with the California Business and Professions Code alleged to have
 19 been violated herein.

20 **Prayer for Relief**

21 WHEREFORE, Plaintiffs pray for judgment as follows:

22 A. On Cause of Action Number 1 against Defendants and in favor of
 23 Plaintiff Gonzales and the other members of the Class:

- 24 1. An award of compensatory damages in the amount of the price
 25 premium paid (i.e., the difference between the price consumers paid
 26 for the Purported 802.11 Routers and the price they would have paid

but for Defendants' misrepresentations), in an amount to be proven at trial using econometric or statistical techniques such as hedonic regression or conjoint analysis; and

2. An award of punitive damages, the amount of which is to be determined at trial.

B. On Cause of Action Number 2 against Defendants and in favor of Plaintiff Gonzales and the other members of the Class:

1. For restitution of the price premium paid (i.e., the difference between the price consumers paid for the Purported 802.11 Routers and the price they would have paid but for Defendants' misrepresentations), in an amount to be proven at trial using econometric or statistical techniques such as hedonic regression or conjoint analysis;
2. for injunctive relief pursuant to California Civil Code section 1780;
3. [Reserved]; and
4. [Reserved].

C. On Cause of Action Number 3 against Defendants and in favor of Plaintiff Gonzales and the other members of the Class:

1. For restitution of the price premium paid (i.e., the difference between the price consumers paid for the Purported 802.11 Routers and the price they would have paid but for Defendants' misrepresentations), in an amount to be proven at trial using econometric or statistical techniques such as hedonic regression or conjoint analysis, pursuant to, without limitation, the California Business & Professions Code §§ 17200, et seq. and 17500, et seq.;

1 and

- 2 2. for declaratory and injunctive relief pursuant to, without limitation,
3 the California Business & Professions Code §§ 17200, et seq. and
4 17500, et seq; and

5 D. On Causes of Action Number 4 and 5 against Defendants and in favor of
6 Plaintiff Gonzales and the other members of the Class:

- 7 1. For the greater of actual or compensatory damages according to
8 proof;

9 E. On Cause of Action Number 6 against Defendants and in favor of
10 Plaintiffs and the other members of the Class:

- 11 1. For restitution of the price premium paid (i.e., the difference
12 between the price consumers paid for the Purported 802.11 Routers
13 and the price they would have paid but for Defendants'
14 misrepresentations), in an amount to be proven at trial using
15 econometric or statistical techniques such as hedonic regression or
16 conjoint analysis, pursuant to, without limitation, the California
17 Business & Professions Code §§ 17200, et seq.; and
18 2. for declaratory and injunctive relief pursuant to, without limitation,
19 the California Business & Professions Code §§ 17200, et seq.
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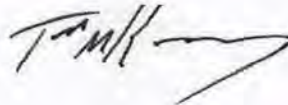
Jury Trial Demanded

Plaintiffs demand a trial by jury.

Respectfully submitted,

Dated: August 15, 2018

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